

FORM PTO-1594
(Rev. 8-83)

OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Atty Docket No. G2370.294732

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

UPS Capital Corporation

- ☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Delaware
☐ Other _____

Additional names(s) of conveying party(ies) attached ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

Execution Date: May 6, 2004

2. Name and address of receiving party(ies)

Name: Rau Fastener Company, L.L.C.

Internal Address: P.O. Box 44

Street Address: 1802 Scovill Drive

City: Clarkesville State: GA Zip: 30523

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No N/AAdditional names(s) & address(es) attached? ☐ Yes ☒ No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
504,297Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William H. Brewster

Internal Address: Kilpatrick Stockton LLP

Street Address: 1100 Peachtree St., Suite 2800

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Valetta A. Northcutt

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENT AND TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of May 6, 2004, from **UPS CAPITAL CORPORATION**, with principal offices at 35 Glenlake Parkway, Suite 500, Atlanta, GA 30328, as Collateral Agent (the "Collateral Agent") for certain lenders (the "Lenders"), to **RAU FASTENER COMPANY, L.L.C.**, a Delaware limited liability company, with its principal offices at 1802 Scovill Drive, P.O. Box 44, Clarkesville, GA 30523 (the "Assignor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of April 30, 2002, made by the Assignor and the other parties signatory thereto in favor of the Collateral Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Assignor to the Collateral Agent in certain collateral, including the Patent Collateral and Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement granting an interest in the Patent Collateral was recorded in the Assignment Division of the United States Patent and Trademark Office on May 15, 2002, at Reel 012698/Frame 0321;

WHEREAS, the Security Agreement granting an interest in the Trademark Collateral was recorded in the Assignment Division of the United States Patent and Trademark Office on May 15, 2002, at Reel 2468/Frame 0481; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. **Definitions:**

- c. "Patent Collateral," as used herein, shall mean, as of the date hereof, all of the Collateral Agent's right, title and interest of every kind and nature in (i) the United States patents, patent registrations and patent applications ("Patents") as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of such Patents, (iii) the goodwill of the business symbolized by the Patents and (iv) any and all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.
- d. "Trademark Collateral," as used herein, shall mean, as of the date hereof, all of the Collateral Agent's right, title and interest of every kind and nature in (i) the United States trademarks, trademark registrations and trademark applications ("Marks") as set forth on Schedule B hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of such Marks,

(iii) the goodwill of the business symbolized by the Marks and (iv) any and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

2. Release of Security Interest: The Collateral Agent hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Patent Collateral and Trademark Collateral, and any right, title or interest of the Collateral Agent in such Patent Collateral and Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

UPS CAPITAL CORPORATION, as Collateral Agent

By: 

Name: John P. Holloway

Title: Portfolio Manager

STATE OF Georgia)
COUNTY OF Fulton)

ss.:

On this 6 day of May, 2004, before me personally appeared John P. Holloway to me known who, being by me duly sworn, did depose and say that he/she is Portfolio Manager of UPS CAPITAL CORPORATION, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by UPS CAPITAL CORPORATION.


Notary Public

(Affix Seal Below)

FRANLANDERS-NOTARY PUBLIC
COBB COUNTY, GA
MY COMMISSION EXPIRES 9-30-07

Schedule AU.S. Patent Registrations

Name	Patent Number	Date Issued
Apparatus and method for applying a snap fastener to a sheet material	4,309,806	01/12/82
Upper jaw and tool assembly for fastener attaching machine	4,454,650	06/19/84

Schedule BU.S. Trademark Registrations

Mark	Registration Number	Registration Date
KLIKIT	504,297	11/30/48